

**MEMORANDUM OF AGREEMENT  
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND  
THE INDIANA STATE HISTORIC PRESERVATION OFFICER  
SUBMITTED TO  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
PURSUANT TO 36 CFR SECTION 800  
REGARDING THE REPLACEMENT OF THE  
SR 1 BRIDGE OVER SALT FORK CREEK  
(Structure No. 1-15-01683A)  
IN DEARBORN COUNTY, INDIANA**

**WHEREAS** the Federal Highway Administration (FHWA) proposes to fund the replacement of the SR 1 Bridge over Salt Fork Creek (Structure No. 1-15-01683A), a steel deck truss of riveted construction flanked by simple span, reinforced concrete slab approaches, in Dearborn County, Indiana and

**WHEREAS** the FHWA, in consultation with the Indiana State Historic Preservation Officer (Indiana SHPO), has defined this undertaking's area of potential effects, as the term defined in 36 CFR Section 800.16 (d), to be the area within the proposed right-of-way and the area immediately surrounding it; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, had found that Bridge No. 1-15-01683A is included within the APE; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO and pursuant to 36 CFR Part 800, considers Bridge No. 1-15-01683A to be eligible for inclusion in the National Register of Historic Places; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has determined that the bridge replacement project will have an adverse effect on Bridge No. 1-15-01683A; and

**WHEREAS** the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 USC Sec. 470f) and its implementing regulations (36 CFR Part 800) to resolve the adverse effect of the bridge replacement project on Bridge No. 1-15-01683A; and

**WHEREAS** Bridge No. 1-15-01683A is currently being advertised on the Indiana Department of Transportation's (INDOT) "Historic Bridge Marketing" website; and

**WHEREAS** the FHWA and the Indiana SHPO have invited the INDOT to participate in the consultation and to become a signatory to this memorandum of agreement;

**NOW, THEREFORE**, the FHWA and the Indiana SHPO agree that, upon submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 CFR Part 800 to the Advisory Council on Historic Preservation ("Council" pursuant to 36 CFR 800) and upon FHWA's approval of the Bridge No. 1-15-01683A replacement project, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the Bridge No. 1-15-01683A project on historic properties.

## I. MITIGATION STIPULATIONS

If the FHWA provides federal funds for the replacement of Bridge No. 1-15-01683A, the FHWA shall ensure that the following stipulations are implemented:

- A. The availability of Bridge No. 1-15-01683A shall be extended until such a time that it is no longer needed as the temporary runaround.
- B. The bridge's availability will continue to be posted on the Indiana Department of Transportation's "Historic Bridge Marketing" website until it is removed from its current location, either for relocation or by demolition.
- C. The INDOT shall actively pursue finding a new location for Bridge No. 1-15-01683A by advertising the availability of the historic bridge for relocation and reassembly or for disassembly and relocation to a temporary holding facility. The public notice will be advertised in the *Indianapolis Star* and two (2) local newspapers covering that portion of the state near Dearborn County. The notice shall occur within six (6) months of the signing of this document. The notice shall include the following information:
  - Location of the bridge by structure number, facility carried, feature crossed, township, and county.
  - Request for any state or local governmental agency or responsible private entity who might be interested in moving and rehabilitating the historic bridge for preservation purposes.
  - The new owner must agree to maintain the bridge and features that give it its historic significance for a period of twenty-five (25) years.
  - The new owner must leave the bridge open to the public.
  - The recipient may be eligible to apply for reimbursement for 80% of the cost incurred in such activities as disassembly, relocation, site preparation, mapping/marketing of pieces, reassembly, rehabilitation work, preparation of engineering plans, and any regulatory permits.
  - If relocated to a holding facility, the new owner must agree to store the bridge in a manner that will not cause excessive deterioration.
  - The new owner must assume all future legal and financial responsibility for the bridge.
  - Whom to contact for additional information with address and telephone number.
  - Deadline for submitting written proposal and the address to send the proposal.

- D. The INDOT shall actively pursue finding a new location for Bridge No. 1-15-01683A by one (1) direct mailing to the organizations invited to be consulting parties, Dearborn County officials, Dearborn County trail organizations, and state and local parks located in Dearborn County. When preparing the direct mailing, the INDOT will request that Indiana SHPO review the list and submit names of any other parties that should receive the mailing. The content of the mailing shall be similar to that in the public notice described above.
- E. The INDOT, FHWA, and the Indiana SHPO shall review any proposed offers for the bridge. The suitable applicant shall have sufficient funding to encompass the cost of the local funding portion (20 percent match) of the acquisition/maintenance/liability such that no additional costs shall be borne by the INDOT.
- F. If it is decided by the INDOT, FHWA, and the Indiana SHPO that the offer and the applicant are suitable and satisfactory to all parties, the transaction of Bridge No. 1-15-01683A will be approved.
- G. Qualified recipient (s) of the structure will be eligible to apply for Federal Transportation Enhancement Funds, which, if awarded, reimburse recipients for 80% of eligible costs related to rehabilitating the structure. Qualified recipients are recognized as:
  - i. Indiana Public Agency
  - ii. Indiana Non-Profit Organization
- H. Recipients of the bridge must agree to the following terms before accepting ownership of the structure:
  - i. Leave the bridge open to the public.
  - ii. Maintain the features that give the bridge its historic significance for a period of twenty-five (25) years.
  - iii. Assume future legal and financial responsibility for the bridge.
- I. Prior to removal of the structure, either for relocation or by demolition, the INDOT will arrange to have the existing structure photographed and documented. This will be done in accordance with “Architectural Documentation Standards of Indiana” as adopted by the Indiana State Professional Review Board on Historic Preservation (January 22, 1986). The photographs and documentation shall be forwarded to the Indiana SHPO for review and to be forwarded to the Indiana State Archives. A copy of the information will also be located in the files of the Environment, Planning, and Engineering Division of the INDOT.
- J. If there is no acceptable offer for the bridge before the end of its use as the temporary runaround, the bridge may be demolished.

## **II. DISPUTE RESOLUTION**

Disagreement and misunderstanding about how this MOA is or is not being implemented shall be resolved in the following manner:

- A. If the Indiana SHPO or any invited signatory to this MOA should object in writing to the FHWA regarding any action carried out or proposed with respect to the bridge replacement or implementation of this MOA, then FHWA shall consult with the objecting party to resolve this objection. If, after such consultation, the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA’s proposed response to the objection.

Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

- i. Provide the FHWA with a staff-level recommendation, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or
  - ii. Notify the FHWA that the objection will be referred for formal comment pursuant to 36 CFR Section 800.7(c), and proceed to refer the objection and comment. The FHWA shall take into account the Council's comments in reaching a final decision regarding its response to the objection.
- B. The FHWA shall take into account any Council comment or recommendations provided in accordance with this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under the MOA that are not the subjects of the objection shall remain unchanged.

### **III. POST REVIEW DISCOVERY**

In the event that one or more historic properties other than Bridge No. 1-15-01683A are discovered, or that unanticipated effects on historic properties are found during the implementation of this MOA, the FHWA shall follow the procedure specified by 36 CFR Section 800.13

### **IV. AMENDMENT**

Any signatory to this MOA may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. Any such amendment shall be governed by 36 CFR Section 800.6(c)

### **V. TERMINATION**

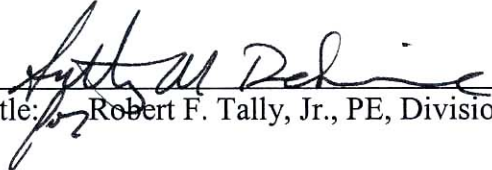
- A. If the terms of this MOA have not been implemented by December 31, 2015, then this MOA shall be considered null and void. In such an event, the FHWA shall so notify the parties to this MOA and, if it chooses to continue with the bridge replacement, then it shall reinitiate review of the bridge replacement in accordance with 36 CFR Sections 800.3 through 800.7.
- B. Any signatory to the MOA may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with 36 CFR Sections 800.3 through 800.7 with regard to the review of the bridge replacement.
- C. In the event that the FHWA does not carry out the terms of this MOA, the FHWA shall comply with 36 CFR Sections 800.3 through 800.7 with regard to the review of the bridge replacement.

The execution of this MOA by the FHWA, the Indiana SHPO, and the INDOT, the submission of it to the Council with the appropriate documentation specified in 36 CFR Sections 800.11(e) and (f), and the implementation of its terms evidence that the FHWA has afforded the Council an opportunity to comment on the bridge replacement and its effect on historic properties and that the FHWA has taken into account the effects of the bridge replacement on historic properties.

## SIGNATORIES


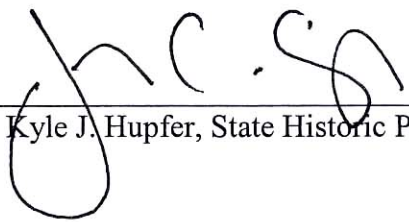
### Required Signatories

#### FEDERAL HIGHWAY ADMINISTRATION

Signed by:   
Name and Title: Robert F. Tally, Jr., PE, Division Administrator

Date: 5/5/2005

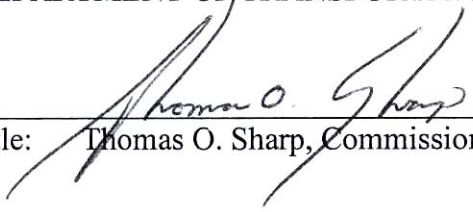
#### INDIANA STATE HISTORIC PRESERVATION OFFICER

 Signed by:   
Name and Title: Kyle J. Hupfer, State Historic Preservation Officer

Date: 6-2-05

### Invited Signatory

#### INDIANA DEPARTMENT OF TRANSPORTATION

Signed by:   
Name and Title: Thomas O. Sharp, Commissioner

Date: 5/2/05